

# Union Pacific Corporation



RECORDATION NO

FILED 1425

NOV 28 1989 -3 30 PM

INTERSTATE COMMERCE COMMISSION

November 27, 1989

9-332A060

Jack E. Jerrett  
Senior Corporate Attorney

## VIA AIRBORNE

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Ave., N.W.  
Washington, DC 20423

Re: Union Pacific Equipment Trust Series A

Dear Madam:

I enclose for filing and recording under Section 11303 of Title 49 of the United States Code, three executed original counterparts of a Fourth Supplemental Agreement, dated as of November 20, 1989 (the "Supplemental Agreement"), between Union Pacific Railroad Company (the "Company") and Citibank, N.A., as Trustee (the "Trustee"), covering the purchase by the Trustee and lease to the Company of certain additional railroad equipment described in Paragraph 1 thereto. The primary document to which this is connected is an Equipment Trust Agreement, dated as of April 1, 1989 and assigned Recordation No. 16276.

The names and addresses of the parties to the enclosed Supplemental Agreement are:

TRUSTEE-LESSOR:	Citibank, N.A. 120 Wall Street, 13th Floor New York, New York 10043
GUARANTOR-LESSEE:	Union Pacific Railroad Company 1416 Dodge Street Omaha, Nebraska 68179

At the time of delivery and thereafter until the Lessee has fully performed its obligations under the

Equipment Trust Agreement, each unit of additional railroad equipment covered by the Supplemental Agreement will bear the marking:

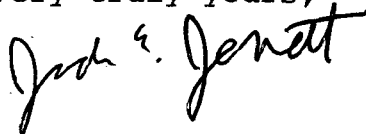
"Union Pacific Equipment Trust Series A;  
Citibank, N.A., Trustee, Owner, Lessor."

After these documents are filed and recorded, kindly return two of the enclosed counterparts to me.

I also enclose a check to the order of the Interstate Commerce Commission in the amount of \$15.00 to cover the fee associated with the filing and recordation of the Supplemental Agreement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter in the enclosed stamped, self-addressed envelope.

Very truly yours,

A handwritten signature in cursive script, reading "Jack E. Jenett".

JEJ:ccm

Enclosures

cc: Edwin A. Willis  
Robert E. Bartos

This Supplemental Agreement has been executed in 5 original counterparts, of which this is Counterpart No. 3.

FOURTH SUPPLEMENTAL AGREEMENT

BETWEEN

CITIBANK, N.A., TRUSTEE

AND UNION PACIFIC RAILROAD COMPANY

RECORDATION NO. 16276-D  
FILED 1023  
NOV 28 1989 - 3 30 PM  
INTERSTATE COMMERCE COMMISSION

This FOURTH SUPPLEMENTAL AGREEMENT, dated as of November 20, 1989, is between CITIBANK, N.A., a national banking association incorporated and existing under the laws of the United States of America, as Trustee (the "Trustee"), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (the "Company"). Unless otherwise defined herein, terms used in this Fourth Supplemental Agreement shall have the same meanings as set forth in Section 1.1 of the Equipment Trust Agreement referred to below.

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (1) an Equipment Trust Agreement, dated as of April 1, 1989, which was filed and recorded pursuant to 49 U.S.C. §11303 on April 7, 1989 and assigned Recordation No. 16276; (2) a First Supplemental Agreement, dated as of June 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on June 19, 1989 and assigned Recordation No. 16276-A; (3) a Second Supplemental Agreement, dated as of October 5, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on October 11, 1989 and assigned Recordation No. 16276-B; and (4) a Third Supplemental

Agreement, dated as of October 26, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on November 2, 1989 and assigned Recordation No. 16276-C (such Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement up to \$54,322,200 aggregate principal amount of Union Pacific Equipment Trust Series A Equipment Trust Certificates (the "Trust Certificates") may be issued; and

WHEREAS, Section 9.4 of the Agreement provides that, in the event that no Trust Certificates have been issued and are outstanding, the Company and the Trustee may amend, supplement or delete any of the provisions of the Agreement; and

WHEREAS, there are no Trust Certificates which have been issued and are outstanding under the Agreement; and

WHEREAS, the Company has requested the Trustee, and the Trustee has agreed, to execute this Fourth Supplemental Agreement in order to add certain units of Trust Equipment to the Agreement and to increase the maximum aggregate principal amount of Trust Certificates which may be issued thereunder;

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, the parties hereby agree to amend the Agreement as follows:

1. The description of the Trust Equipment set forth as Schedule A to the Agreement is amended to add the following additional units of Equipment (hereinafter referred to as "Additional Equipment"):

<u>No. of Units</u>	<u>Description</u>	<u>Builder</u>	<u>Cost</u>
10	3,800 H.P. SD-60 Diesel Electric Locomotives, num- bered 6184, 6187, 6192, 6194, 6196, 6198, 6200, 6201, 6203, 6205	Electro-Motive Division, General Motors Corporation	\$13,078,850
296	Fully Enclosed Bi-level Auto Racks, numbered 8439 to 8734, inclusive	Thrall Car Manufacturing Company	\$ 8,696,480

2. The references to the aggregate principal amount of Trust Certificates in (a) the fourth line of the third recital paragraph on page 1 of the Agreement, (b) the heading to the form of Trust Certificate on page 2 of the Agreement, (c) the fourth line of the first full paragraph on page 3 of the Agreement, and (d) the third line of the last paragraph beginning on page 9 of the Agreement, are hereby changed from \$54,322,200 to \$76,097,530.

3. The Additional Equipment shall be treated for all purposes as Trust Equipment under the Agreement as if originally made a part thereof.

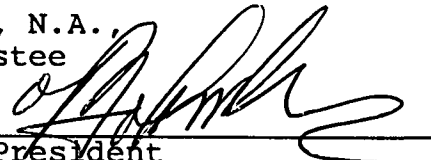
4. Except as supplemented hereby, the Agreement shall remain in full force and effect.

5. This Fourth Supplemental Agreement has been simultaneously executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute but one and the same instrument.

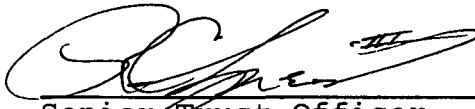
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

(Seal)

CITIBANK, N.A.,  
as Trustee

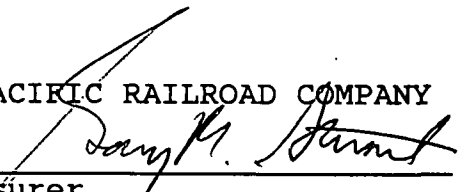
By:   
Vice President

ATTEST:

  
Senior Trust Officer

(Seal)

UNION PACIFIC RAILROAD COMPANY

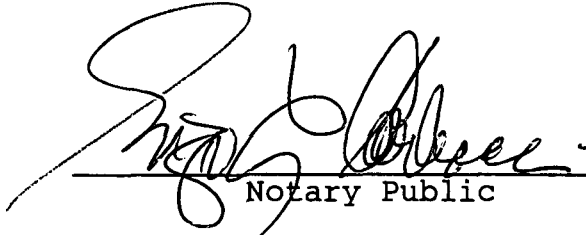
By:   
Treasurer

ATTEST:

  
Assistant Secretary

STATE OF NEW YORK     )  
                              ) SS:  
COUNTY OF NEW YORK    )

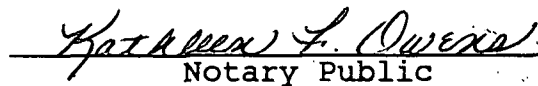
On the 20<sup>th</sup> day of November, 1989, before me  
personally appeared Q. Bohachewsky, to  
me personally known, who, being by me duly sworn, says that he is  
a Vice President of CITIBANK, N.A., that one of the seals affixed  
to the foregoing instrument is the corporate seal of such bank,  
that the instrument was signed and sealed on behalf of the bank  
by authority of its Board of Directors, and he acknowledged that  
the execution of the foregoing instrument was the free act and  
deed of such bank.

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA    )  
                                      ) SS:  
COUNTY OF LEHIGH                    )

ENZO L. CARBOCCI  
Notary Public, State of New York  
No. 43-5605595  
Qualified in Richmond County  
Certificate Filed in New York County  
Term Expires March 30, 1990

On the 20<sup>th</sup> day of November, 1989, before me personally  
appeared Gary M. Stuart, to me personally known,  
who being by me duly sworn, says that he is Treasurer  
\_\_\_\_\_ of UNION PACIFIC RAILROAD COMPANY, that  
one of the seals affixed to the foregoing instrument is the  
corporate seal of such corporation, that the instrument was  
signed and sealed on behalf of the corporation by authority of  
its Board of Directors, and he acknowledged that the execution of  
the foregoing instrument was the free act and deed of the corpo-  
ration.

  
\_\_\_\_\_  
Notary Public

